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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

February 15, 2011

#17 FEBRUARY 15, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO EXTEND EIGHT REFUGEE EMPLOYMENT PROGRAM SERVICES
CONTRACTS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks a month-to-month extension of the current Refugee Employment Program (REP) contracts with the six agencies listed in Attachment A, for up to 12 months effective April 1, 2011.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS or designee to execute amendments with the six agencies listed in Attachment A, substantially similar to Amendment Number Three (Attachment B). Amendment Number Three will extend the contracts on a month-to-month basis for up to 12 months effective April 1, 2011 through March 31, 2012 for the provision of REP services to eight service areas Countywide. Attachment A provides the estimated cost for the extension for each of the eight REP contracts. The total estimated cost of \$3.8 million for the 12-month period is funded through Refugee Social Services (RSS) and Targeted Assistance (TA) grants. There is no net County cost associated with this Program as it is fully funded by federal grants.
2. Delegate authority to the Director of DPSS or designee to prepare and sign subsequent amendments for any increases or decreases by no more than 10 percent to the maximum contract amount for increases or decreases in services effective April 1, 2011 provided that (a) sufficient funding is available; (b) prior Chief Executive Office (CEO) and County Counsel approval is obtained; and (c) the Director or designee notifies the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue vital REP services to the County's refugee population while the REP solicitation is completed to establish new contracts. The REP providers deliver assistance to individuals and families to ensure their needs are met in order to obtain and retain employment while becoming acclimated to their new environment. REP services include acculturation, employment, training, educational and other non-traditional specialized services.

The awarding of new REP contracts is targeted for October 1, 2011. The current REP contracts expire March 31, 2011. Thus, it is necessary to extend the current contracts to allow for the completion of a competitive contract solicitation.

CDSS' regulation 23.622.2 allows for a six-month extension without State approval to complete competitive contract solicitations. The month-to-month extension for up to 12 months allows for any unforeseen delays. We have requested CDSS approval for the additional six months effective October 1, 2011.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1 - Operational Effectiveness: Maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services; and Goal #2 – Children, Family and Adult Well-Being: Enrich lives through integrated, cost-effective and client-centered supportive services.

FISCAL IMPACT/FINANCING

The REP contracts are funded through RSS/TA grants allocated to the County by the federal Office of Refugee Resettlement (ORR), through the State Refugee Programs Bureau. The total estimated monthly cost of the eight REP contracts is \$319,080 and the estimated 12-month cost is \$3.8 million. The costs are contingent upon the actual allocations received from ORR. The estimated three-month cost of \$957,240 for April 1, 2011 through June 30, 2011 is included in the current year's Adopted Budget. Funding for Fiscal Year 2011-12 will be included in the Department's Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Refugee Act of 1980 created the federal Refugee Resettlement Program to provide for the effective resettlement of refugees and to assist them to achieve economic self-sufficiency after arrival in the United States. The current contracts are for three years with a monthly flat fee per participant and do not include a Cost of Living Adjustment provision. The contracts include performance outcomes that measure contractor performance in the areas of employment, work participation and sanctions.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The County may terminate the contracts with a written 30 calendar day notice.

The contractors will not be asked to perform services which will exceed the contracts' rates, scope of work and contract term.

The CEO and County Counsel have reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

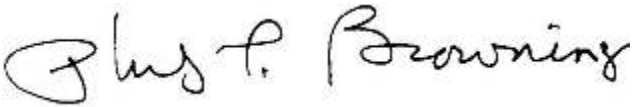
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING
Director

PLB:vo

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**REFUGEE EMPLOYMENT PROGRAM SERVICES
ESTIMATED CONTRACT AMOUNTS BY AGENCY
FOR MONTH-TO-MONTH EXTENSION
APRIL 1, 2011 – MARCH 31, 2012**

Agency	REP Service Area	Estimated FY 2010-2011 April 2011 – June 2011 Cost (3 Months)	Estimated FY 2011-2012 July 2011 – March 2012 Cost (9 Months)	Estimated 12-Month Contract Maximum
International Institute of Los Angeles	I	\$120,807	\$362,421	\$483,228
International Institute of Los Angeles	II	\$120,807	\$362,421	\$483,228
Armenian Relief Society of Western USA	III	\$121,206	\$363,618	\$484,824
Jewish Vocational Service	IV	\$142,500	\$427,500	\$570,000
Armenian Relief Society of Western USA	V	\$119,067	\$357,201	\$476,268
Catholic Charities of Los Angeles	VI	\$135,106	\$405,318	\$540,424
Community Enhancement Services	VII	\$90,447	\$271,341	\$361,788
Armenian Evangelical Social Service Center	VIII	\$107,300	\$321,900	\$429,200
Estimated Total Cost:		\$957,240	\$2,871,720	\$3,828,960

**AMENDMENT NUMBER THREE
TO THE REFUGEE EMPLOYMENT PROGRAM SERVICES
IN SERVICE AREA I CONTRACT**

Reference is made to the document entitled, *"Contract By And Between County of Los Angeles And (Name of Contractor) of Los Angeles For Refugee Employment Program Services In Service Area I"*, dated April 1, 2008 and further identified as County Contract Number REP08001, Amendment Number One, dated February 12, 2009 and Amendment Number Two, dated May 20, 2009, hereinafter referred to as *"Contract"*.

Effective upon the signature of the Director of the Department of Public Social Services, the Contract is amended as follows:

I. SECTION 4.0, TERM OF CONTRACT, Section 4.1, Subsection 4.1.1 is added as follows:

4.1.1 The term of the Contract shall be extended on a month-to-month basis beginning April 1, 2011, and will automatically extend for additional one month increments on a month-to-month basis, for a total time period not to exceed March 31, 2012. Each monthly extension will occur without notice unless or until notice by the Director of DPSS or authorized representative advises the CONTRACTOR otherwise.

II. SECTION 5.0, CONTRACTOR PAYMENT, Subsection 5.2, Maximum Contract Amount, is revised as follows:

The maximum cumulative contract amount of this Contract is \$X,XXX,XXX for the contract period effective April 1, 2008 through March 31, 2012. The total maximum cumulative amount is conditioned on the continuing availability of Refugee Social Services/Targeted Assistance funds. Future funding will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

CONTRACTOR shall not be paid for any Contract expenditures that exceed the maximum cumulative contract amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum cumulative contract amount. Any expenditures that exceed the maximum cumulative contract amount shall become the fiscal responsibility of CONTRACTOR.

There is no guarantee that CONTRACTOR will receive the cumulative maximum contract amount.

5.2.1 For the period of April 1, 2008 through March 31, 2011, CONTRACTOR shall not exceed each Fiscal Year's annual budgeted amount and shall not roll-

over unspent REP Funds to the following Fiscal Year. The maximum contract amount for each Fiscal Year shall be as follows:

Fiscal Year 2007-08	\$XXX,XXX (3 months)
Fiscal Year 2008-09	\$XXX,XXX
Fiscal Year 2009-10	\$XXX,XXX
Fiscal Year 2010-11	\$XXX,XXX (9 months)

These Fiscal Year amounts are contingent upon the availability of funds.

- 5.2.2 For the period of April 1, 2011 through March 31, 2012, the maximum contract amount for each one month term shall be \$XX,XXX, with a maximum cumulative total of \$XXX,XXX.

CONTRACTOR may roll over unused funds from one month term to the next one month term (when the Contract is extended to the next month) for the one month terms of April 1, 2011 through June 30, 2011 and July 1, 2011 through March 31, 2012. Funds may not be rolled over for the one month term of June 2011 through July 2011 as they are part of two different Fiscal Years.

The CONTRACTOR shall not roll over funds from one fiscal year to any other period or Fiscal Year.

III. SECTION 5.0, CONTRACTOR PAYMENT, Subsection 5.3, Performance Deductions, is revised as follows:

5.3 Performance Deductions

- 5.3.1 **The COUNTY shall assess financial deductions starting July 2009 for the period July 1, 2008 through June 30, 2009 and shall assess financial deductions each fiscal year thereafter.** From the Contract start date to June 30, 2008, the Contract will be monitored for compliance of the three performance outcome measures as described in SOW, Section 6.3, but no financial deductions will be assessed for this period. The financial deductions will only apply to noncompliance of the three performance outcome measures. Deductions will be assessed at the end of each fiscal year and at the end of the Contract, and will be based on the CONTRACTOR's cumulative performance for the entire fiscal year. Deductions will be applied to the invoice that follows the end of the fiscal year or any invoice thereafter.

- 5.3.1.1 Financial deductions for the CONTRACTOR's performance in the period of July 1, 2010 through March 31, 2011 will be assessed at the end of Fiscal Year 2010-2011.
- 5.3.2 The language in Subsection 5.3.1 applies to the original contract period of April 1, 2008 through March 31, 2011 only.
- 5.3.3 For the one month contract periods of April 1, 2011 through March 31, 2012, financial deductions will be assessed at the end of the Fiscal Year 2010-2011 and at the conclusion of the Contract.
 - 5.3.3.1 Performance deductions will be based on performance, as shown in the monitoring reports, for the period of April 1, 2011 through September 30, 2011 and the period of October 1, 2011 through March 31, 2012, or the conclusion of the Contract, whichever is sooner.
- 5.3.4 For the entire Contract period, including the month-to-month extension, the CONTRACTOR shall be assessed financial deductions under the following provisions:
 - 5.3.4.1 Should the CONTRACTOR's cumulative performance for the fiscal year fall below the performance standards for one of the three Outcome Measures listed in Statement of Work, Section 6.3, the CONTRACTOR shall receive a payment deduction equal to two percent (2%) of the total payment amount for the last quarter of the fiscal year.
 - 5.3.4.2 Should the CONTRACTOR's cumulative performance for the fiscal year fall below the performance standards for two of the three Outcome Measures listed in Statement of Work, Section 6.3, the CONTRACTOR shall receive a payment deduction equal to four percent (4%) of the total payment amount for the last quarter of the fiscal year.
 - 5.3.4.3 Should the CONTRACTOR's cumulative performance for the fiscal year fall below the performance standards for three of the three Outcome Measures listed in Statement of Work, Section 6.3, the CONTRACTOR shall receive a payment deduction equal to six percent (6%) of the total payment amount for the last quarter of the fiscal year.

The COUNTY, at its sole discretion, reserves the right to waive these deductions.

IV. SECTION 5.0, CONTRACTOR PAYMENT, Subsection 5.11, Repayment of Unspent Funds, is revised as follows:

5.11 Repayment of Unspent Funds

CONTRACTOR shall return to COUNTY any Unspent REP Funds (funds received in excess of actual costs) for the provision of REP services at the end of each fiscal year and at the conclusion of the Contract. CONTRACTOR must return to COUNTY any Unspent REP Funds. CONTRACTOR agrees to be bound by applicable COUNTY and/or REP disallowed cost procedures, rules and regulations, and to repay to COUNTY any amount which is found to violate the terms of this Contract or applicable REP provisions.

All funds in excess of program costs that have been properly earned, including program interest, are to be treated as Unspent REP Funds. CONTRACTOR shall be responsible for tracking all Contract payments and expenditures for the program, including submission of the following:

1. An Income Statement Report on contract payments received versus expenditures for each fiscal year must be submitted to the DPSS Contract Management Division at the end of each COUNTY fiscal year and at the conclusion of the Contract. The Income Statement Report for April, May and June 2008 shall be included in the FY 2008-09 Income Statement Report. This 15-month Report is due by July 31, 2009. Subsequent fiscal year reports are due at the end of each COUNTY fiscal year on July 31st following the end of the COUNTY fiscal year and at the end of the Contract with the contract close-out report. The purpose of the Income Statement Report is to identify the amount of Unspent REP Funds. The Income Statement Report should be revised if adjustments are required due to any new information received after the filing of the Report; provided however, that these revisions shall not be submitted later than ten (10) calendar days after submission of the original Report.

V. SECTION 8.0, STANDARD TERMS AND CONDITIONS, Subsection 8.56, Termination For Convenience, Subsection 8.56.1 is revised as follows:

8.56 Termination for Convenience

8.56.1 This Contract, in whole or in part, may be terminated by the COUNTY, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery of notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date

upon which such termination becomes effective. The date upon which termination becomes effective shall be no less than thirty (30) days after the notice is sent.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf on the ____ day of _____, 2011 by the Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

NAME OF CONTRACTOR

By _____
Name/Title

By _____
Name/Title

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

By _____
Janice Kasai, Deputy County Counsel